

ALARM SETS & SERVICES UNIFORM CONTRACT FORMAT

LAYOUT OF THIS MODEL

- List of Updates to the Model Contract
- Tick List for the Contracting Officer
- Sample Cover Letter
- Model Contract

UPDATES TO THE MODEL

12/30/13 - Update FAC 2005-64 thru 69, PIB 2012-16 (52.232-99 Deviation already included in models)

08/26/13 – Updated VAT, Section B.3(f), Version A

08/23/13 – Verified correct DBA Language

05/22/13 – Update VAT info, Section B.3(f)

05/13/13 – Update to Section L

03/22/13 – Update FAC 2012-18

02/01/13 – Update FAC 2005-60 thru 63 (52.204-8, 52.225-25)

09/10/12 – Updates required by PIB 2012-16, 17 and 18

05/29/12 – Updated required by FAC 205-56-59, PIB 2012-11 and -10(notes on inherently govt, 52.204-7, 52.245-1, 52.232-32, 52.245-9, and 52.204-8)

02/22/12 – Update per FAC 2005-55 (52.204-8, 52.204-10, 52.209-7, and 52.209-9)

12/27/11 – Updates FAC 2005-54 (52.225-25 and 52.204-08)

07/20/11 – Updates required by DOSAR (652.204-70; 652.237-71)

07/13/11 – Updates required by FAC 2005-53 (52.223-18, 52.215-10, and 52.215-11)

07/08/11 – Updates required by FAC 52. (52.216-7, 652.242-73, 652.229-70, 52.204-8,52.209-2)

04/06/11 – Update per FAC 2005-48, 49, 50, and 51

02/28/11 – Correction to update required by FAC 2005-47.

02/22/11 – Updated per FAC 2011-7 by deleted 52.209-8 and replacing with 52.209-9 ALT 1

01/24/11 – Updated per FAC 47-48 and PIB 2011-3; 52.204-8, 52.204-9, and 52.209-8

10/19/10 – FAC 2005-46 update 52.244-6, 52.204-8 and add 52.225-25

10/12/10 – FAC 2005-46 add 52.223-18

09/03/10 – FAC 2005-45 update all required FAR clauses

07/22/10 - FAC 2005-44 add 52.204-10

07/14/10 – FAC 2005-43 to update (52.245-1, 52.212-5, and 52.222-19)

07/01/10 – Update FAC 2005-42 (52.244-6)

06/28/10 - Update per PIB 2010 today's date to add 52.222-40 DEVIATION

04/29/10 – No change required by FAC 2005-41

04/23/10 – No change required by FAC 2005-39; FAC 2005-40 has the following changes:
(52.244-6, 52.203-13) (52.209-5) (52.209-7) (52.209-8) (52.212-5)

01/12/10 – Change required by FAC 2005-38 (52.222-39, 52.244-6)

08/27/09 - Changes required by FAC 2005-35 and 36 (52.222-19, 52.225-20, 52.244-6)

08/17/09 – Change required by FAC 2005-34 (Add 52.209-2)

07/20/09 – 52.228-74. Updated DBA rates

06/26/09 - No change required by FAC 2005-32&33

03/09/09 - Change required by FAC 2005-29 and 30 (52.222-50, 52.244-6, 52.204-8, 52.206-70)

12/29/08 – FAC 2005-28 (52.244-6 and 52.203-13)

10/07/08 – Update FAC 27 (52.232-17, 52.232-25)

07/28/08 – Changes required by PIBs 2008-20 and 2008-21, inclusion of Contractor Identification clause and DBA rate changes

07/07/08 – Update FAC 26 (52.225-13, 52.225-20)

06/02/08 – Change required by FAC 2005-23 and 24

01/31/08 – No change required by FAC 205-23; DBA rate updated

12/03/07 – Change required by FAC 2005-21 and 22

09/20/07 - No update required by FAC 2005-20

09/05/07 – Change required by FAC 2005-19 (update) (52.203-12, 52.204-9, 52.222-50, and 52.203-11)

08/15/07 – Change required by PIB 2007-23 (Add DOSAR 652.204-70, Delete DOSAR 652.237-71) and add DOSAR 652.228-70

07/17/07 – Change required by FAC 2005-18 – no change required

07/06/07 – Change required by FAC 2005-17 (update) (52.245-1, 52.245-2)

03/26/07 – Change required by FAC 2005-16 (52.244-6)

01/29/07 – checked DBA rate

01/04/07 – No change required by FAC 2005-15

12/13/06 - no change required by FAC 2005-14

12/07/06 – changes required by FAC 2005-13 (52.203-6, 52.2-9-6, 52.244-6 and 52.225-18)

08/03/06 – Change to FAR internet reference; no change to FAC 2006-12

07/21/06 – Update 652.228-71; no update required by FAC 2005-11

07/10/06 – Change required by FAC 2005-10 (52.204-7, and 652.228-74)

06/20/06 – Change required by FAC 2005-09 (52.204-9, 652.237-71, 52.204-8, 52.222-50)

02/13/06 – Change required by FAC 2005-07 (52.204-8, 52.225-13, 52.244-6)

01/12/06 – Change required by FAC 2005-08 (update FAR 52.222-19 to JAN 2006)

12/14/05 – Change to date of 52.244-6 to reflect that change in FAC 2005-1 was only to clause prescription

10/20/05 – FAC updates for 2005-6 (52.203-11, 52.203-12)

08/19/05 – No change required by FAC 2005-5

05/13/05 – No change required by FAC 2005-3 because 52.225-13 updates dates made in 2005-2.

04/15/05 – Changes required by FAC 2005-1 and 2005-2 (update FAR 52.244-6, Subcontracts for Commercial Items and 52.225-13, Restrictions on Certain Foreign Purchases to MAR 2005)

02/23/05 - Updated 52.209-6 and 52.244-6, and added 52.222-39 and 52.204-8 per FAC 2001-26 and FAC 2001-27

12/16/04 – Deleted EPA Clause in Section B.

11/02/04 – Added 52.233-4 Section I per FAC 2001-25

09/29/04 – Updated to cover new DBA

06/30/04 – Update 52.219-1, 52.244-6 and 52.202-1 Section I for FAC 2001-23 and FAC 2001-24

04/22/04 – DOSAR updates made. 652.216-70, Ordering and 652.237-72, Observance of Legal Holidays

04/16/04 – No change required for FAC 2001-21; updated for FAC 2001-22 (FAR 52.245-2).

01/29/04 - No change for FAC 2001-17, changes for FAC 2001-18 (update 52.225-13) and FAC 2001-19 (update of 52.222-19)

10/29/03 - Updated FAC 2001-16 (FAR 52.204-6, 52.204-7, 52.232-25, and 52.225-13

05/29/03 – Updated FAC 2001-14, FAR 52.203-12, 52.229-6 and 52.245-2

03/19/03- Updated FAC 2001-13, FAR 52-244-6

01/15/03 - No update needed for FAC 2001-11

CONTRACTING OFFICER TICKLIST AND GUIDANCE FOR THIS MODEL

- ☐ Always use A/OPE's most recent contract model. Do not recycle an older version. The FAR clauses in the Contract Models are updated many times each year. Link to contract models on A/OPE intranet site at:
http://aopeed.a.state.gov/content.asp?content_id=8&menu_id=47
- ☐ This model is predicated on the alarm systems remaining the property of the Contractor; thereby encouraging maintenance and periodic testing of the hardware. Usually this is in the best interests of the Government. Keep in mind if alarms become USG property DS must approve them in accordance with RSO catalog and schematics submitted as part of the proposal will need to be forwarded to DS/C/PSP/PSD for review and approval.
- ☐ The requiring office must obtain a waiver from DHS under Safety Act or designation of coverage. DHS ruling will determine which FAR clauses to be included per PIB 2008-07. Link to PIBs on A/OPE intranet site at:
http://aopeed.a.state.gov/content.asp?content_id=86&menu_id=50
- ☐ **REQUIRING OFFICES - All** requirements for new services must undergo a pre-award assessment by the Requiring Office to ensure the statement of work does not include any Inherently Governmental Functions (IGF). The Form DS-4208, Request for Services Contract Approval, found in PIB 2012-11, attachment 1, is available on e-Forms and will be used to meet this requirement. Link to PIBs on A/OPE intranet site at:
http://aopeed.a.state.gov/content.asp?content_id=86&menu_id=50

- ☐ Instructions for each “[*Note to Contracting Officer*]” have been followed
- ☐ Offeror has completed all appropriate fill-in-the-blank sections, many of which are denoted by “[]”
- ☐ FAR part 12 addresses commercial item acquisitions. FAR part 2 defines a commercial item. If you are uncertain whether these services in the host country fall within the commercial item definition, please contact your A/OPE Desk Officer, who will assist you in making that decision. Link to the FAR at: <http://acquisition.gov/far/index.html>
 - ☐ If this model is being used in lieu of the commercial items model, the Contracting Officer has included supporting rationale as to why it is necessary to use this model.
- (or)
- ☐ If this model is being used in lieu of the commercial items model, the Contracting Officer has defended this decision to the A/OPE Desk Officer.
- ☐ If you have questions about FAR provisions and clauses, consult FAR subpart 52.3, the Provision and Clause Matrix, at http://acquisition.gov/far/current/html/52_301Matrix.html. Do not delete any provisions or clauses without talking with your A/OPE Desk Officer.
- ☐ Each post may have different needs regarding this type of service and it is anticipated that post’s may need to revise certain sections of this model, particularly Sections C and D.
- ☐ REQUIRED – Before sending to A/OPE for review, all modified clauses are **highlighted** unless the instructions for that clause in the model expressly state that post should modify the clause to reflect post specifics.
 - ☐ REQUIRED - Rationale for this modification has been included in the memo requesting review from A/OPE.
 - ☐ **Highlights** have been removed before issuing solicitation
- ☐ Bio-preferred products - If US firms or products are being solicited then include 52.223-1 and 52.223-2 in the solicitation/contract. Place in Section I.1.
- ☐ Appropriate information has been entered into all blank fields
- ☐ Your A/OPE Desk Officer has approved this solicitation when and where approval is appropriate
- ☐ The entire contract model, including all completed tick lists and instructions, has been saved somewhere for your records so you’ll have a history of what you’ve done.
- ☐ “Model Updates” at the beginning of this document were deleted before final printing.
- ☐ ALL “Tick List and Guidance” comments have been deleted before final printing.

- ☐ “[Notes to Contracting Officer]” which are embedded in the model have been deleted before final printing
- ☐ Contracting Officer has read the solicitation before it has been submitted to A/OPE for review.
- ☐ Contracting Officer has made sure all A/OPE comments are incorporated before issuance.
- ☐ Contracting Officer has actually read the final solicitation before distribution.
- ☐ The solicitation makes sense to both you and your A/OPE Desk Officer
- ☐ The Proposal due date is at least 30 days after issuance. Also, the Contracting Officer has ensured this due date does not fall on an Embassy holiday or weekend.
- ☐ PIB 2007-14 and PIB 2014-3 have been reviewed to ensure public notification/advertising requirements have been satisfied where appropriate. When in doubt, contact your A/OPE Desk Officer. Link to PIBs on A/OPE intranet site at:
http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50
- ☐ The proposed COR has been notified of all required training as set forth in DOSAR subpart 642 to ensure these requirements have been satisfied prior to or at the time of award. Link to DOSAR at: <http://aope.a.state.gov/dosar/fullscreen.asp>
- ☐ Contracting Officer has negotiated for the lowest priced technically acceptable offer.
- ☐ SECTION A (SF-33) Completed
 - ☐ Complete blocks 1 through 11 of the SF-33 Solicitation, Offer and Award.
 - ☐ Block 11, Table of Contents - Identify page numbers of each section.
- ☐ SECTION B Completed
 - ☐ Please note we have deleted DOSAR 652.216-71 the Economic Price Adjustment Clause (EPA) from Section B of this model. It has been determined that the Contractor should assume the risk and negate the need for further cost/analysis and re-negotiations to be done at posts. This applies to posts where the minimum wage and labor cost increases are standard, increases do not fluctuate substantially, and market forces and price competition have been shown to be fair and reasonable. Please contact your desk officer if you feel it is necessary to include this clause.
 - ☐ If there have been big fluctuations in the economy, post may elect to incorporate less option years. If this is done, then there will be additional changes within the solicitation.
- ☐ SECTION C Completed

- ☐ You have coordinated the tasks with the Requirements Office to ensure all tasks are necessary to include the timing.

☐ SECTION I Completed

- ☐ If the Contracting Officer expects participation by US firms or if the Contracting Officer determines it is practical for foreign firms performing contracts outside the U.S. to register in the CCR, then the following clause (FAR 52.204-7) should be included in the solicitation in Section I by reference. For additional information regarding when the CCR requirement should be included can be found in A/OPE PIB 2004-02. Link to PIBs on A/OPE intranet site at:

http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50

- ☐ FAR 52.232-33 Payment by Electronic Funds Transfer –
SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

☐ SECTION I – Defense Base Act Insurance clauses reviewed and modified

- ☐ When the Contracting Officer has a reasonable expectation that no covered Contractor employees (for definition of covered versus non covered employees, see PIB 2009-20 on A/OPE intranet site at: http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50) will be included in the offers (e.g., offers will come from local overseas contractors and the work is to be performed in a country that has local workers' compensation laws), the Contracting Officer shall include the following FAR clause and DOSAR provision in the solicitation:

- ☐ FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas*. Place in Section I.1. (Note that A/OPE has assumed you will use the above clause and has already included it in Section I.1.)

- ☐ Provision entitled *Defense Base Act – Covered Contractor Employees*; place in Section K.9 (Note that A/OPE has assumed you will use the above clause and has already included it in Section K.9.)

- ☐ If, in response to the solicitation, any offeror knows that they will employ covered employees, the offeror is required to notify the Contracting Officer prior to the closing date.

- ☐ The Contracting Officer shall then amend the solicitation to add a line item in Section B (see sample language in B.2.7 and actual item in B.3.6 of the LGP model). Link to LGP contract model at: http://aoeead.a.state.gov/content.asp?content_id=7&menu_id=46

- ☐ If covered employees will be employed, delete the following

- ☐ FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas* from Section I.1.
- ☐ Provision entitled 652.228-70 *Defense Base Act – Covered Contractor Employees* from Section K.9

Also add the following clauses/provisions:

- ☐ FAR clause 52.228-3, *Workers' Compensation Insurance (Defense Base Act)*; place in Section I. Incorporated by reference.
- ☐ DOSAR clause 652.228-71, *Workers' Compensation Insurance (Defense Base Act) – Services*; place in Section I. Incorporated in full text. If DOSAR 652.228-71 included delete actual text from paragraphs b, c, d, e, and f and mark those paragraphs as “reserved per PIB 2012-17”. Link to PIBs on A/OPE intranet site at:
http://aopepd.a.state.gov/content.asp?content_id=86&menu_id=50

- ☐ Offerors shall be given additional time to incorporate the DBA contractor rates into their proposed prices.

☐ SECTION K.5 COMPLETED - American Business Sources

- ☐ For Section K inserts which follow, you have deleted all instructions such as “[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]”
- ☐ All Section K.5(b) tick marks such as this one “[]” have been appropriately ticked
- ☐ If you know or expect that American businesses may submit a proposal, you must include the following solicitation provision, in addition to the other certifications contained in this solicitation. This certification is used to determine whether the firm is considered small by the Small Business Administration (SBA).
 - ☐ If the above conditions are met, include the following (in blue) at the end of Section K and number as the next sequential number in the K series.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561621**.

(2) The small business size standard is **\$19.0 Million USD**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, for general statistical purposes, that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.*] The offeror represents as part of its offer that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.*] The offeror represents as part of its offer that—

(i) It o is, o is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(7) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.*] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(8) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

☐ If US firms are being solicited/awarded a contract the following FAR clause must be provided in full text:

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION JUN 2010)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor’s plants and offices so that the notice is prominent and readily seen by employees who

are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, can be –

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Department of Labor, Office of Labor-Management Standards (OLMS) web site at:

<http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of the provisions of paragraphs (a) through (f) of this clause in every subcontract that exceeds \$10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

- ☐ Third Country Nationals (TCN): The clause Recruitment of Third Country Nationals for Performance on Department of State Contracts shall be included in any solicitation and contract (including commercial items) valued over \$150,000 requiring non-professional labor where contract performance will require recruitment of third country national labor specifically for contract performance Contractors shall submit Recruitment and Housing Plans, as appropriate, and shall be evaluated and contracts shall only be awarded to contractors submitting acceptable plans.(PIB 2012-10) Link to PIBs on A/OPE intranet site at: http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50

RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (October 17, 2012)

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

2. Recruitment Plan

a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the Contractor intends to recruit them.

b. Explain how the Contractor intends to attract candidates and the recruitment strategy including the recruiter.

c. Provide sample recruitment agreement in English.

d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The Contractor or employer pays the recruitment fees for the worker if recruited by the Contractor or subcontractor to work specifically on Department of State jobs.

e. State in the offer that the Contractor's recruitment practices comply with recruiting nation and host country labor laws.

f. State in the offer that the Contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.

g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.

h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

3. The offeror will submit a **Housing Plan** if the Contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to

maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.

c. Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/j/tip/> or from the Contracting Officer.

d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).

e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHotline@state.gov.

f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance.

g. Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with these requirements.

h. The Contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

[Note to Contracting Officer: Sample Cover Letter for RFP]

U.S. Embassy _____

Date:

To: Prospective Offerors

Subject: Solicitation number S ***[Note to Contracting Officer: Fill in solicitation number]***

Enclosed is a Request for Proposals (RFP) for ***[Note to Contracting Officer: Describe services]***. If you would like to submit a proposal, follow the instructions in Section L of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 33 that follows this letter.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial proposals, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Proposals are due by ***[Note to Contracting Officer: Fill in date and time]***.

Sincerely,

Contracting Officer

Enclosure

SECTION A

[Note to Contracting Officer: Insert SF-33 here]

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. **SCOPE OF SERVICES**

The Contractor shall provide, install, and maintain residential alarm systems for the U.S. Embassy
[Note to Contracting Officer: Insert name of Embassy and constituent posts, if needed].

B.2. **TYPE OF CONTRACT**

This is a fixed-price indefinite quantity/indefinite delivery contract with *[Note to Contracting Officer: Insert number of option years]* __ one-year options.

B.3. **PRICING**

(a) The Contractor shall provide the services for the base period of the contract at the rates shown in Section B and any option years exercised by the Government.

(b) The quantities of supplies and services specified in the Schedule are estimates only and are not guaranteed by this contract.

(c) The Contractor shall furnish to the Government, when and if ordered, the supplies or services as specified in the Schedule. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations. Except as specified in the Delivery-Order Limitations clause or in the paragraph below, there is no limit on the number of orders that may be issued/ordered.

(d) Prices shall remain firm and fixed for the entire duration of the contract. Price adjustments are authorized only in clause below.

(e) The prices listed below shall include all labor, materials, overhead, and profit.

(f) VALUE ADDED TAX.

[Note to Contracting Officer: Include VAT Version A, if the Contractor must submit VAT for this contract to the host government. Include VAT Version B if the host government will not require submission of VAT by the Contractor for this contract.]

VAT VERSION A

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

OR

VAT VERSION B

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

[Note to Contracting Officer: Where alarms are not owned by the USG and only new alarms will be installed, delete any language pertaining to start-up]

[Note to Contracting Officer: To use or edit the spreadsheet below – 1) Right-click anywhere within the spreadsheet. 2) Select “Worksheet Object”, then click “Edit”. 3) In “Edit”, you can insert quantities, prices, etc. using the sample, or edit it to meet Post’s needs.]

B.3.1. Base Year Prices				
In consideration of satisfactory performance of all the scheduled services required under this contract, the fixed price for the Base Year of the contract (starting on the date stated in the Notice to Proceed (NTP) and continuing for a period of 12 months) is:				
Item Number	Item Description	Estimated Quantity	Unit Price	Total
B.3.1.1.	Activation and start-up of existing alarms, maintenance and testing of existing alarm systems.		each	
B.3.1.2.	Furnishing, installation, maintenance and testing of new alarm systems per C.1 including, but not limited to, a central processor, two LED keypads, radio reporting, electrical connection, battery back-up, glass break sensors, magnetic contact sensors, hard wired and hand-held panic alarm buttons, sirens and strobe light, and all necessary wiring and cabling, and all maintenance and testing.		each	
B.3.1.3.	Monthly price for monitoring, reacts, etc., for all units		each	
B.3.1.4.	Removal of systems as described in C.1.4		each	
B.3.1.5.	VAT <i>[Note to Contracting Officer: If VAT is separately priced line item]</i>			
B.3.1.6.	Estimated Total Contract Price for the Base Year			

[Note to Contracting Officer: Estimated quantities per year must be identified under quantities].

[Note to Contracting Officer:

- It may be necessary here in option years for post to add line items for monthly service or for react charges if local industry prices those out separately. If so, add a corresponding line item (with estimated quantities into Section B pricing matrixes).***

- *The pricing includes these services in the basic cost of the unit. Locally you may also need to consider imposing a charge for “false alarms”; a separate line item for this would need to be added to Section B but also indicate that “if false alarm is cancelled within __ minutes by resident then there should be no charge”.*
- *You may also be allowed a certain number of false alarms per month as part of the monthly service fee or installation price, depending on local conditions.]*

B.3.1.7 MINIMUM/MAXIMUM

The U.S. Government guarantees the following minimum and maximum orders under this contract during this base year:

Start-up, maintenance and testing of existing alarm systems (B.3.1.1.):

Minimum of *[Note to Contracting Officer: Insert number of existing alarm systems];*

Maximum of *[Note to Contracting Officer: Insert number].*

Furnishing, installation, maintenance and testing of new alarm systems (B.3.1.2.):

Minimum of *[Note to Contracting Officer: Insert number];*

Maximum of *[Note to Contracting Officer: Insert number].*

Removal of existing systems (B.3.1.3.):

Minimum of _____ *[Note to Contracting Officer: Insert number] ____;*

Maximum of _____ *[Note to Contracting Officer: Insert number] ____.*

B.3.2. Option Year 1 Prices				
Option Term: Twelve (12) months from expiration of Base Year				
In consideration of satisfactory performance of all the scheduled services required under this contract, the fixed price for the first option year of the contract is:				
Item Number	Item Description	Estimated Quantity	Unit Price	Total
B.3.2.1.	Reserved		each	
B.3.2.2.	Furnishing, installation, maintenance and testing of new alarm systems per C.1 including, but not limited to, a central processor, two LED keypads, radio reporting, electrical connection, battery back-up, glass break sensors, magnetic contact sensors, hard wired and hand-held panic alarm buttons, sirens and strobe light, and all necessary wiring and cabling, and all maintenance and testing.		each	
B.3.2.3.	Monthly price for monitoring, reacts, etc., for all units		each	
B.3.2.4.	Removal of systems as described in C.1.4.		each	
B.3.2.5.	VAT <i>[Note to Contracting Officer: If VAT is separately priced line item]</i>			
B.3.2.6.	Estimated Total Contract Price for Option Year 1			

B.3.2.7. MINIMUM/MAXIMUM

The U.S. Government guarantees the following minimum and maximum orders under this contract during this first option year:

Start-up, maintenance and testing of existing alarm systems (B.3.2.1.):

Minimum of *[Note to Contracting Officer: Insert number of existing alarm systems];*

Maximum of *[Note to Contracting Officer: Insert number].*

Furnishing, installation, maintenance and testing of new alarm systems (B.3.2.2.):

Minimum of *[Note to Contracting Officer: Insert number];*

Maximum of *[Note to Contracting Officer: Insert number].*

Removal of existing systems (B.3.2.3.):

Minimum of *[Note to Contracting Officer: insert number];*

Maximum of *[Note to Contracting Officer: insert number].*

[Note to Contracting Officer: The Contracting Officer may add additional option years as desired; provided the total contract period (basic contract plus all option years) does not exceed five years. Since the solicitation requires that offerors propose firm fixed prices, the greater the uncertainty of predicting inflation in the local economy, the less will be the willingness of offerors to propose option years. Review DOSAR 617.207-70 and the FAR references therein, noting particularly that un-priced options do not satisfy the Competition in Contracting Act requirements for full and open competition].

B.3.3 GRAND TOTAL	
Base Year Total	
Option Year 1 Total	
Grand Total of Base plus All Option Years	

[Note to Contracting Officer: USE THE FOLLOWING LANGUAGE IF APPROPRIATE: If the European Union (EU) requires that the EURO be used in all commercial transactions by a mandated date, a one-time currency conversion to the EURO may be made using the rate provided by the European Central Bank on the date of the conversion. No exchange rate adjustments shall be made after the initial conversion.]

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. PERFORMANCE WORK STATEMENT (PWS)

The Contractor shall activate and/or provide and install an alarm system for each residence and office location covered under this contract. The alarm systems provided shall interface with a central alarm monitoring system (CAMS) via radio signal (not telephone lines) using repeaters supplied by the Contractor as necessary. The system, when activated, shall sound an alarm at the Contractor's base operations center (called "the Center") and the Contractor shall be able to monitor all alarm soundings for immediate reaction.

The alarm systems shall have available and use of common hardwire/wireless alarm sensors/transmitters, including, but not limited to, the following:

- Window/Door Contact Sensors or Motion Detectors
- Hand-Held Panic Buttons

In the case of wireless sensors/transmitters, long-life lithium batteries to be used only for backup power shall be provided with the equipment. The alarm systems and all components shall meet or exceed commonly accepted U.S. industry standards for design, reliability and performance for the detection of unauthorized intrusions while minimizing the number of "false" alarms.

The Government shall test the radio transmitter and/or detection equipment on a regular basis, and in any event not later than 72 hours prior to vacating/leaving premises unattended for any period exceeding seven days, by contacting the Contractor's control room and providing the operator with the designated code.

The Government shall notify the Contractor as soon as it has notice or becomes aware of any damage or destruction to the radio transmitter or detection equipment from any cause, including damage or destruction by electric storm. It is agreed that the Contractor shall not be able to provide service until the damage or destruction is repaired, except in the case of an emergency telephoned into the Contractor's control room.

C.1.1. React Teams & Monitoring

The CAMS shall operate 24 hours a day, 7 days a week. Upon receiving an alarm activation or telephone call requesting assistance at the Center, the Contractor shall dispatch via radio communication the nearest React Team able to respond in the shortest time. React Teams shall respond within 10 minutes.

[Note to Contracting Officer: It may be necessary to list each neighborhood or designated area and reasonable reaction times for each if properties are widely dispersed]

The COR may periodically test reaction capability. This test will be with the knowledge of the Contractor but not that of the React Teams. The Government will give notice to the Contractor one (1) week in advance of such testing.

The Contractor shall provide written orders/procedures to the React Teams outlining actions to be taken to protect the lives of United States Government employees, their families, and their guests,

and to prevent unlawful activity. These orders shall be subject to the approval of the Contracting Officer or the COR and shall be made part of this contract as Exhibit E, Section J.

The Contractor shall maintain a log of all call-outs for response by the React Teams, including “false” alarms.

Each React Team shall consist of a minimum of two (2) security guards, one of which may be the driver. All team members shall carry firearms [*Note to Contracting Officer: Or other host-country appropriate weapons*] and shall be properly trained and licensed following the host country rules and regulations pertaining to such weapons. The React Team members shall follow the standards of conduct and rules of engagement as stated in Section H.6.

The Contractor shall provide all React Team members with a standard identifiable uniform and all team members must present a professional, clean, and neat demeanor and appearance. The Contractor shall ensure that at least one member of the React Team is familiar with the residences and personnel, and possesses a working capability of the English language.

C.1.1.1. React Vehicles

The Contractor shall provide and maintain vehicles in a high state of repair and readiness for the React Teams. There shall be a sufficient number of vehicles to assure continuous availability of vehicles and the Contractor shall specify the make, model, year, and condition of each, and ensure that all vehicles have appropriate insurance coverage.

C.1.1.2. Reaction Equipment

The Contractor shall provide or arrange for all radios, flashlights, weapons or other necessary equipment for React Vehicles/Teams.

C.1.1.3. Communications Network

The Contractor shall provide and employ a communications system in the form of a base station radio transmitter/receiver and antenna to monitor and communicate with the React Teams.

C.1.1.4. Base Operations Center

The Contractor shall maintain a 24-hour, 365-day per year operation center. The Contractor must staff the operation center with personnel who possess working-level English language capability. The Center shall be responsible for receiving alarms/signals from Government residences, office locations, employees, or dependents indicating a need for emergency assistance. The Center shall dispatch React Teams to comply with C.1.1.

C.1.1.5. Logs and Records

The Contractor shall keep a complete log of all calls, React Teams dispatched, follow-up actions, report malfunctions, and equipment maintenance and provide a copy to the Government.

C.1.1.6. Notification to the Embassy

Immediately after an alarm or panic alert is received and a React Team is dispatched, the Contractor's operations center shall notify the Embassy's Marine Security Guard Post 1 via telephone and keep Post 1 informed concerning the progress/resolution of the situation.

C.1.2. Start-Up of Existing Alarm Systems

The Contractor shall survey and activate existing alarm systems in designated residences. After each activation, the Contractor shall run a complete test of the system, including a test of each individual detection unit, the siren(s), and the central unit. In case of troubleshooting, the Contractor will determine the fault and perform any necessary repairs to make the system operable, in consultation with the COR. The Contractor shall be responsible for the maintenance and testing of each activated system thereafter. The Contracting Officer shall issue task orders for each activation required.

C.1.3. Furnishing and Installation of New Alarm Systems

C.1.3.1. Description

The Contractor shall provide, install, and activate new electronic alarm systems, consisting of the following components, in designated one-floor residences on the main access floor only (in multi-floored houses, including those with basements, the Contractor shall alarm all accessible windows and doors will be alarmed):

- Central alarm panel with minimum of five (5) zones
- Two (2) LED key pads
- Radio reporting
- Electrical connection
- Battery back-up (24 hours minimum capacity)
- Glass break sensors
- Infra-red detectors/radar motion detectors, magnetic contact sensors
- Hard wired and hand-held panic alarm buttons,
- All necessary wiring and cabling
- One (1) interior and one exterior siren with strobe light

Task orders will be issued for each installation required.

The Contractor shall not install more than the maximum number of sensors (6) without the specific approval by the COR. The Contractor will furnish and perform all cabling in such a way as to cause as little damage and visible disruption to the residence interior as possible. The Contractor shall fit all cabling into new or existing conduit.

The Contractor shall rely on its professional judgment in determining the number and the placement of the above detection components, and the way the cabling is routed, but will assure intrusion detection at any location. However, if during the performance acceptance inspection by the COR it is found that, due to a misjudgment by the Contractor, the installation shows weak spots where the intended security of a location is compromised, the COR shall have the right to request

the Contractor to move the placement of any alarm system component installed by the Contractor until satisfactory security coverage is reached, without extra cost to the Government.

Each installation will be followed by a complete testing of the system, including a test of each system component, by the Contractor. The Contractor shall be responsible for the maintenance of each installed system thereafter. The Contractor shall replace inoperable alarms within twelve (12) hours from when the test is completed. If the Contractor needs to deviate from the twelve (12) hour requirement, the request for deviation shall be in writing to the COR for approval and shall be of no cost to the USG.

C.1.3.2. Access

The Contractor shall ask the COR in writing for permission to access properties covered under this contract, for the purpose of routine maintenance at least one (1) week in advance. The Contractor may make oral emergency requests followed up by a written request on the next business day. The Contractor shall not make requests for access for routine maintenance directly to the resident.

C.1.3.3. Type of Equipment

The Contractor shall propose and furnish only equipment that is adequate to complete performance under this contract.

C.1.3.4. Installation Warranty

The Contractor shall warrant all the systems furnished and installed by the Contractor against troubleshooting as a result of faulty or inappropriate installation. The Contractor shall correct any such faults without charge to the Government during the term of this contract.

C.1.3.5. Operation Instructions Booklet

Upon each installation the Contractor will provide to the resident an operation instructions booklet in the English language with instructions on how to activate/deactivate and reset the alarm system, and how to input the secret keypad code.

C.1.3.6. Schematics/Diagrams

The Contractor shall provide to the COR an alarm schematic/diagram for each residence, detailing where, and what type of sensors have been installed, within ten (10) days of installation.

C.1.4. Removal of Existing Alarm Systems

When directed by the Contracting Officer, the Contractor shall remove alarm systems in designated apartments and residences, to include removal of all cabling. The Contractor shall use maximum care as to cause minimal damage to the building while removing the alarms and cabling.

C.2. WORK SCHEDULE

C.2.1. Start-up of previously installed alarm systems: Each individual previously installed alarm system must be activated, made operational and tested within maximum one (1) working day (8:00-18:00). The minimum total of *[Note to Contracting Officer: Insert number of alarms to be*

activated] previous installations under this contract must be completed before [*Note to Contracting Officer: Insert date*].

C.2.2. Installation of new alarm systems: Each individual newly installed alarm system must be completed, made operational and tested within maximum one (1) working day (8:00-18:00).

C.2.3. Individual appointments with residents for the activation of existing alarms and for the installation of new alarm systems will be made by the COR. The COR will give the Contractor a task order with at least five (5) working days' notice before each individual installation/activation appointment.

C.3. TASK ORDERS

The Contracting Officer will issue task orders to the Contractor to perform any work under this contract. If a task is given orally, it will be followed up by a written task order within two (2) days of the oral order. All task orders will be in written form, state the manner of the work to be performed, and have an issue date and a date by which the work is to be completed.

C.4. PROJECT MANAGEMENT AND SUPERVISION

In view of the importance of this project, the Contractor shall assign a specific project manager who will be the direct liaison with the COR concerning all work related to this contract. It will be the project manager's task to direct, schedule, supervise, inspect and test the work under this contract, and to receive instructions from the COR. The Contractor's project manager shall be able to speak and understand the English language at Level 2. Level 2 is defined as being able to verbally satisfy routine demands and limited work requirements, and being able to comprehend simple written material on subjects within a familiar context.

Quality control shall be the responsibility of the Contractor. The Contractor shall perform inspection visits to the work site on a regular basis. These visits shall be coordinated with the COR, but shall be surprise inspections to those working on the contract.

C.5. COVERAGE DURING EXTENDED POWER OUTAGES

If power outages last longer than the alarm system's reserve battery power, the Contractor shall coordinate with the COR to provide additional reserve battery power until power is restored.

C.6. REPORTING

C.6.1. The CMS shall include an alarm monitoring computer. Upon alarm activation the computer will display the date, time of alarm activation, and residential location by code (such as, location #126 at 20:55) and store the alarm message.

The CMS system shall provide a hardcopy record of each alarm activation to include the residence (by code), the date and time of activation and the resolution of alarm situation. The Contractor shall provide these reports to the COR within 24 hours of the activation report.

C.6.2. The Contractor shall provide the COR monthly statistics showing all incidents involving the U.S. Mission residences, including but not limited to burglaries, attempted burglaries, thefts, assaults, etc.

C.6.3. The Contractor shall provide the COR with the monthly statistics for all properties protected by this contract on a monthly basis for comparison with the property protected under other contracts that Contractor may have.

C.7. SUBCONTRACTING

The Contractor shall not subcontract any work to be performed without the express consent of the Contracting Officer.

C.8. DEFINITIONS

“Central Processor/Control Box” is a unit that receives and analyzes input from the sensors installed in various zones being protected and communicates via the radio transmitter to the Central Alarm Monitoring System (CAMS) located at a base operations center.

“Keypad” is a component used to activate, deactivate, and program the alarm system. Commands are entered by pressing various buttons on the unit.

“Transmitter” is the primary transmitter that establishes a radio signal link for communication between the control box and the CAMS at the base operations center.

“Receiver” is the component which receives signals from the wireless alarm sensors/transmitters and relays data to the control box for processing.

“Door/Window Contact Sensors” are magnetic-type sensors that are mounted on windows and doors to signal when they have been opened.

“Motion Sensors” are sensors which utilize one or a combination of several different technologies to detect the motion of an intruder and signal his/her presence in a protected zone. Common technologies used include employment of passive infrared (PIR) and/or microwave signals.

“Hand-Held Panic Alert Buttons” are small, remote-control-type units that can be carried on one’s person in or near the protected property. In case of an emergency, the button can be pressed to signal for assistance from a React Team.

“Interior Siren” is an audible alarm positioned inside the protected property to alert the occupants to an alarm condition.

“Exterior Siren and Strobe Light” consist of an audible alarm and flashing light which are mounted on the exterior of the protected property. When activated they clearly signal to neighbors, passersby, or responding authorities that an apparent unauthorized entry is in progress and may also deter an intruder from continuing illegal activity and cause them to flee.

“Panduit” means the cable ties that are used to secure the cabling and wiring to the interior and exterior walls.

“American Embassy”, “U.S. Embassy”, and “Embassy” mean the diplomatic or consular mission of the United States of America for which services are provided under this contract.

“Department” means the Department of State, including all of its activities wherever located.

“Government” means the Government of the United States of America unless specifically stated otherwise.

SECTION D
PACKING AND MARKING

RESERVED

SECTION E INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an internet “search engine” (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4 INSPECTION OF SERVICES FIXED-PRICE (AUG 1996)

52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)

E.2. INSPECTION BY GOVERNMENT:

The COR, or his/her authorized representatives, will inspect from time to time the services being performed under this contract and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

E.3 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Paragraph	Performance Threshold
<p align="center"><u>Services</u></p> <p>Performs all services set forth in the Performance Work Statement (PWS)</p>	C.1 thru C.8	<p>All required services are performed and no more than one (1) <i>[Note to Contracting Officer: Insert different number if desired]</i> customer complaint is received per month</p> <p><i>[Note to Contracting Officer: Add other measures as desired]</i></p>

E.4.1 Surveillance

The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.4.2 Standard

The performance standard is that the Government receives no more than one (1) *[Note to Contracting Officer: Insert other number if desired]* customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

E.4.3 Procedures

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION F DELIVERIES OR PERFORMANCE

F.1. DELIVERY SCHEDULE			
The following items shall be delivered under this contract:			
Description	Quantity	Delivery Date	Deliver To
Operation Instruction Booklet in English. Section C.1.3.6.	1	Upon Installation	Resident + COR
Schematics/Diagrams. Section C.1.3.7.	1	10 days after installation	COR
Monthly Reports. Section C.6.	1	Monthly	COR

F.2. PERIOD OF PERFORMANCE

F.2.1. The contract shall be effective as from the date of Notice to Proceed and shall remain in effect for twelve (12) months, with *[Note to Contracting Officer: Insert number of option years]* option years in accordance with FAR 52.217-9.

F.2.2. The Contracting Officer may also extend this contract for an additional six (6) months, if required by the Government, in accordance with the FAR clause 52.217-8 OPTION TO EXTEND SERVICES, in SECTION I of this contract.

F.3. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet “search engine” (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-15 STOP-WORK ORDER (AUG 1989)
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

F.4. Notice to Proceed (NTP)

After contract award and submission of acceptable insurance certificates, the Government will send the Contractor a Notice to Proceed. That Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1. CONTRACTING OFFICER'S REPRESENTATIVE (COR)
DOSAR 652.242-70 (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is *[Note to Contracting Officer: Insert job title of COR]*.

G.1.2 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2. PAYMENTS

Payments shall be authorized against Contractor's proper invoices that have been approved by the COR or designee. Invoices shall be submitted on a monthly basis for services performed during the previous month. Payment will be made in accordance with FAR 52.232-25 Prompt Payment in SECTION I, upon certification of satisfactory performance by the COR.

G.3. INVOICE REQUIREMENTS

At the end of each month, the Contractor shall submit a proper invoice for payment to:

[Note to Contracting Officer: Insert name and address of embassy. Address should be c/o the FMO. FMO shall log receipt of invoices and pass them on to the COR]

A proper invoice must include the following information, in accordance with FAR 52.232-25 Prompt Payment in SECTION I hereof:

- (1) The Contractor's name and mailing address (for payment by checks) or Contractor's name and bank account information (for payments by electronic fund transfer [EFT])
- (2) Invoice date
- (3) Contract number
- (4) Summary showing a listing of each residence having a reactivated system or newly installed alarm system covered under this contract
- (5) **VAT** must be shown separate on each invoice
- (6) The following signed statement: "I certify that the services described in this invoice have been performed in accordance with the contract and that the prices are true, correct and have not been previously billed."
- (7) Prompt payment discount, if any
- (8) Name, title, phone number, and address of person to contact in case of a defective invoice

If an invoice does not contain the above information, the Contracting Officer (or the COR) reserves the right to reject the invoice as improper and return it to the Contractor within seven (7) calendar days. The Contractor must then submit a proper invoice.

The United States Government designated payment office for this contract is shown in Block 25 of Standard Form 33, "Solicitation, Offer and Award".

Payment shall be made in local currency.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1. SECURITY

[Note to Contracting Officer: Tailor the following paragraph to fit post-specific requirements. In certain instances, contractors cannot get police clearances, but these can usually be obtained by the RSO.]

H.1.1 General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall work on this contract.

H.1.2 Identity Cards. The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identify card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government.

H.2. STANDARDS OF CONDUCT

(a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.

(c) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

(d) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

(e) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- Unauthorized use of Government property, theft, vandalism, or immoral conduct;

- Unethical or improper use of official authority or credentials;
- Security violations; or,
- Organizing or participating in gambling in any form.

(f) Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

(g) Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the work site security.

H.3. PERSONNEL HEALTH REQUIREMENTS

All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases.

H.4. LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

(a) Bonds. The Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.

(b) Employee Salary Benefits. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of these costs and must include them in the fixed prices in this contract.

(c) Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.

(d) Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability

(1) Bodily Injury, On or Off the Site, in US Dollars	
Per Occurrence	<i>[Note to Contracting Officer: Insert amounts in USD]</i>
Cumulative	<i>[Note to Contracting Officer: Insert amounts in USD]</i>
(2) Property Damage, On or Off the Site, in US Dollars	
Per Occurrence	<i>[Note to Contracting Officer: Insert amounts in USD]</i>
Cumulative	<i>[Note to Contracting Officer: Insert amounts in USD]</i>

The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

For those Contractor employees assigned to this contract who are either United States citizens or hired in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) Any property of the Contractor,
- (b) Its officers,
- (c) Agents,
- (d) Servants,
- (e) Employees, or
- (f) Any other person,

arising from an incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

(e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

(f) Workers' Compensation and Employer's Liability	
Workers' Compensation and Occupational Disease	As required by host country law
Employer's Liability	As required by host country law

[Note to Contracting Officer: The Contracting Officer should adjust the types and limits to conform with local legal requirements or prevailing practice. ALL AMOUNTS IN THE SOLICITATION SHOULD BE STATED IN LOCAL CURRENCY.]

[Note to Contracting Officer: Specify any additional insurance requirements here, in accordance with local legal requirements and in amounts sufficient to meet normal and customary claims].

H.5. ORDERING OFFICIAL

The designated ordering individual under FAR 52.216-18 is the Contracting Officer.

H.6. CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before it is effective. When coverage is provided by self-self insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

H.7. U.S. GOVERNMENT FURNISHED EQUIPMENT

There will be no United States Government furnished equipment provided under this contract.

[Note to Contracting Officer: If Government property is needed, then please modify this paragraph as needed, along with EXHIBIT B of this contract.]

SECTION I CONTRACT CLAUSES

I.1. THE FOLLOWING FAR CLAUSES APPLY FOR ALL SERVICES PROVIDED UNDER THIS CONTRACT.

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an internet “search engine” (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR1984)
52.203-5	CONVENAT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATIONSON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
<i>[Note to Contracting Officer: Delete 52.203-13 if the estimated requirement is under \$5,000,000]</i>	
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

[Note to Contracting Officer: If contractor personnel will be on USG property, add clause 52.204-9, below]

- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)
- 52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
- 52.209-9 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

[Note to Contracting Officer: Add clause 52.210-1 if estimated contract value is over \$5,000,000]

- 52.210-1 MARKET RESEARCH (APR 2011)
- 52.215-2 AUDIT AND RECORDS – NEGOTIATIONS (OCT 2010)
- 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)
- 52.215-13 SUBCONTRACTORS CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (NOV 2013)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION TRANSLATION OF CONTRACT (FEB 2000)

52.228-4 WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE
OVERSEAS (APR 1984)

[Note to Contracting Officer: See instructions on whether to also include FAR 52.228-3]

52.228-5 INSURANCE – WORK ON GOVERNMENT INSTALLATIONS (JAN 1997)

52.229-6 TAXES - FOREIGN FIXED-PRICE
CONTRACTS (FEB 2013)

52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS
(FEB 2013)

52.232-1 PAYMENTS (MAY 2001)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11 EXTRAS (APR 1984)

52.232-17 INTEREST (OCT 2010)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-22 LIMITATIONS OF FUNDS (JUNE 2013)

52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)

52.232-25 PROMPT PAYMENT (JULY 2013)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER -
SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

52.232-34 PAYMENT BY EFT – OTHER THAN SAM (JULY 2013)

52.233-1 DISPUTES (JULY 2002) – ALTERNATE 1 (DEC 1991)

52.233-3 PROTEST AFTER AWARD AUG 1996)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT (OCT 2004)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND
VEGETATION APR 1984)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.242-13 BANKRUPTCY (JULY 1995)

52.243-1 CHANGES – FIXED PRICE (AUG 1987) ALTERNATE II (APR 1984)

- 52.245-1 GOVERNMENT (APR 2012)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION
OPERATION SERVICES (APR 2012)
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUNE 2003)
- 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)
- 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)
(SHORT FORM) (APR 1984)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 52.250-2 SAFETY ACT COVERGAE NOT APPLICABLE (FEB 2009)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

[Note to Contracting Officer: Add in full text if a US small business could be potential offeror or subcontractor or if the government estimate for the solicitation will meet the WTO acquisition threshold of \$202,000]

- 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION)
(AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

I.2 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See F.2.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than *[Note to Contracting Officer: Insert dollar figure or quantity]*, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of *[Note to Contracting Officer: Insert dollar figure or quantity]*;

(2) Any order for a combination of items in excess of *[Note to Contracting Officer: Insert dollar figure or quantity]*; or

(3) A series of orders from the same ordering office within *[Note to Contracting Officer: Insert days]* days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within *[Note to Contracting Officer: Insert days]* days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Deliver-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

I.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ (months)(years).[*Note to Contracting Officer: Insert month and years*].

I.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

The following DOSAR clause is hereby incorporated by reference:

652.237-71 RESERVED

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

[Note to Contracting Officer: Insert the clause at 652.204-70, Department of State Personal Identification Card Issuance Procedures, in solicitations and contracts that require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems.]

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

I.8 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

I.9 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.10 RESERVED

I.11 RESERVED

I.12 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned Contractor personnel in Government facilities shall also be dismissed. However, if the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

(e) If administrative leave is granted to Contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor's accounting policy.

I.13 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

[Note to Contracting Officer: Insert 652.228-71 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)--SERVICES (JUN 2006) per instructions if applicable]. If this clause is included mark paragraphs b, c, d, e and f as "RESERVED".

I.15 PAYMENT IN LOCAL CURRENCY

All payments shall be made in *[Note to Contracting Officer: Insert local currency]*.

[Note to Contracting Officer: Add below if you anticipate US firms submitting proposals]

I.16 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION J
LIST OF ATTACHMENTS

EXHIBIT A - CONTRACTOR FURNISHED MATERIALS

EXHIBIT B - GOVERNMENT FURNISHED PROPERTY

EXHIBIT C - REACT TEAM INSTRUCTIONS

EXHIBIT D – RESIDENCES

EXHIBIT A
CONTRACTOR FURNISHED MATERIALS

The Contractor shall provide all equipment, materials, and supplies required to perform. Such items include, but are not limited to:

- Central Alarm Monitoring System using radio signals with repeaters (not telephone lines)
- LED key pads
- Radios
- Electrical connections
- Long-life lithium battery back-ups for when power outages occur with replacements (24 hours minimum capacity)
- Glass break sensors
- Window/door magnetic contact sensors or motion detectors
- Hard wired and hand-held panic alarm buttons
- All necessary wiring and cabling
- Uniforms and personal equipment
- Central alarm panels with maximum 5 or 6 zones (maximum one alarm per zone only)
- Sirens and strobe lights
- Operating instructions in English
- Alarm schematic/diagrams
- Vehicles for React Teams
- Command CFR
- Firearms and/or weapons

The Contractor shall maintain sufficient spare parts, etc., for all Contractor-furnished materials to ensure uninterrupted services.

EXHIBIT B
GOVERNMENT FURNISHED PROPERTY

None

EXHIBIT C
REACT TEAM INSTRUCTIONS

To be incorporated from the Contractor's proposal at the time of award.

EXHIBIT D RESIDENCES

[Note to Contracting Officer: Insert list of residences, either individually or grouped in neighborhoods. There may be security issues regarding listing the individual addresses, because these contracts become public records. The residences may be grouped according react times or any other manner in which the RSO/Contracting Officer deems appropriate, but the total number of residences, residences already having alarms, and estimated new installations should be listed. Include number of reacts (estimate per month).]

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

K.2. 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that –

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory –

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

___ TIN has been applied for.

- ___ TIN is not required because:
- ___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - ___ Offeror is an agency or instrumentality of a foreign government;
 - ___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

- ___ Sole Proprietorship;
- ___ Partnership;
- ___ Corporate Entity (not tax exempt);
- ___ Corporate Entity (tax exempt);
- ___ Government entity (Federal, State, or local);
- ___ Foreign government;
- ___ International organization per 26 CFR 1.6049-4;
- ___ Other _____

(f) Common Parent.

- ___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ___ Name and TIN of common parent;
- Name _____
- TIN _____

(End of provision)

K.4. RESERVED

K.5. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JULY 2013)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561621**.

(2) The small business size standard is **\$19.0 Million USD**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications

in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (vi) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and

certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.6. Reserved

K.7. 52.215-20 PLACE OF PERFORMANCE (APR 1984)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks intends in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter
_____	_____
_____	_____
_____	_____

K.8. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

K.9. AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name:
Telephone Number:
Address:

K.10. 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

“Foreign person” means any person other than a United States person as defined below.

“United States person” means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]

**K.11. 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES
(JUNE 2006)**

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers’ compensation laws		Local Nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers’ compensation laws		Local Nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of *[Note to Contracting Officer: Insert country of performance and check the appropriate block below]* –

☐ Workers’ compensation laws exist that will cover local nationals and third country nationals.

- ☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

(End of provision)

K.12. 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN - CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

K.13. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION (MAY 2011)

(a) *Definition*. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#) .

(c) *Representation*. By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1. SUBMISSION OF OFFERS

L.1.1. General

This solicitation is for the performance of the services described in SECTION C - PERFORMANCE WORK STATEMENT, and the Exhibits attached to this solicitation.

L.1.2. Summary of Instructions. Each offer must consist of the following:

L.1.2.1. A completed solicitation, in which the SF-33 cover page (blocks 12 through 18, as appropriate), and Sections B and K have been filled out.

L.1.2.2. Information demonstrating the offeror's ability to perform, including:

[Note to Contracting Officer: Contracting Officer may revise, add to, or delete from the following list, as needed]

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror operates an established business with a permanent address and telephone listing;

(3) List of clients over the past _____ ***[Note to Contracting Officer: Insert the number of years]*** years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in _____ ***[Note to Contracting Officer: Insert the country where the services shall be performed]*** then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided. ***[Note to Contracting Officer: If there are any other unique requirements for doing business or restrictions in terms of doing business in the host country, then you need to ensure these are highlighted. For example, if there is a local law which precludes foreign firms from providing services, you need to identify the law.]***

(6) The offeror's strategic plan for _____ ***[Note to Contracting Officer: Insert the services which shall be performed]*** services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

(7) Schematic/diagram of the alarm unit to be installed along with any manufacturer's literature;

[Note to Contracting Officer: Use the following if the alarm systems already installed/to be installed are Government-owned or provided. Exhibit B will also need to be revised to cover this.]

(8) Evidence that the Contractor has the capability to install and maintain the alarm systems under this RFP.

[Note to Contracting Officer: Describe any additional items which may be required, such as a company brochure, technical proposal, client list, financial statement, etc.].

[Note to Contracting Officer: If any additional information is requested, such as technical information, state so here]

L.1.2.3. Submit the complete offer to the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33, "Solicitation, Offer and Award."

Identify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation and explain/justify them in the appropriate volume of the offer.

L.1.3. Proprietary Data

Proprietary data shall be specifically identified by page(s), paragraph(s) and sentence(s), and shall not be generalized.

L.2. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an internet “search engine” (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

[Note to Contracting Officer: Include provisions 52.209-7 and 52.209-9 if the estimated contract value is over \$500,000]

- 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)
- 52.237-1 SITE VISIT (APR 1984)

L.3. SOLICITATION PROVISIONS INCLUDED IN FULL TEXT.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a indefinite-quantity, fixed price contract.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from ***[Note to Contracting Officer: Designate the official and/or location where a protest may be served on the Contracting Officer].***

(b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

L.4. FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past [*Note to Contracting Officer: Insert number of years*] years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be non-responsible.

L.5. SITE VISIT

Following FAR provision 52.237-1, Site Visit, the post will arrange for site visits on [*Note to Contracting Officer: Specify date(s)*]. Offerors should contact [*Note to Contracting Officer: Identify name and telephone/telex number(s)*] to make appropriate arrangements.

L.6. PRE-PROPOSAL CONFERENCE

L.6.1. The Government will hold a pre-proposal conference to discuss the requirements of this solicitation on [*Note to Contracting Officer: Identify date, time and location*]. Offerors interested in attending should contact the following individual:

Name: [*Note to Contracting Officer: Fill in your name, telephone and fax*]

L.6.2. Offerors are urged to submit written questions at least three days prior to the scheduled pre-proposal conference date, using the address provided in block 9 of Standard Form 33, Solicitation, Offer and Award, of this solicitation or by faxing the questions to the above fax number, marked to the attention of the above-named individual.

L.6.3. Attendees may also bring written questions to the proposal conference; however, if the answer requires research, there is no guarantee that the question will be answered at that conference.

L.6.4. No statements made by the Government at the pre-proposal conference shall be considered to be a change to the solicitation unless a written amendment is issued.

L.6.5. Following the conference, the Government will provide all prospective offerors who received a copy of the solicitation a copy of all questions presented in writing prior to the conference, along with answers. If the answer requires a change to the solicitation, the Government will issue a solicitation amendment.

L.7 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **[Note to Contracting Officer: Insert Management Officer's name]**, at **[Note to Contracting Officer: Insert Management Officer's telephone and fax numbers]**. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

(End of Clause)

SECTION M

EVALUATION FACTORS FOR AWARD

M.1. EVALUATION OF PROPOSALS

M.1.1. General

To be acceptable and eligible for evaluation, offerors must prepare proposals following Section L. Proposals shall meet all the requirements set forth in the other sections of this solicitation. The Government may determine an offeror to be unacceptable and exclude it from further consideration for failure to comply with Section L.

M.1.2. Basis for Award

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible Contractor. The evaluation process shall include the following:

(a) Initial Evaluation

The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as required by Section L. The Government may eliminate proposals that are missing required information.

(b) Technical Acceptability

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of L.1.1 and L.1.2.2, including a review of the offeror's proposed project manager to ensure that he or she is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information to verify quality of past performance.

(c) Price

The Government will evaluate price for all technically acceptable offerors and determine the lowest overall price in Section B.

d) Responsibility. The Government will determine Contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;

- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. The Government will notify unsuccessful offerors in accordance with FAR 15.5.

M.1.3. 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

M.2. 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.3. QUANTITIES FOR EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will require the quantities shown in SECTION B - SERVICES AND PRICES of this solicitation.

M.4. SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

M.5. AWARD WITHOUT DISCUSSIONS

Following FAR provision 52.215-1 (included in SECTION L of this RFP), offerors are reminded that the Government intends to award this contract based on initial proposals and without holding discussions, pursuant to FAR 15.306(a)(3).

[Note to Contracting Officer: Insert FAR 52.225-17 in full text if you will be allowing offers to be submitted in more than one currency (U.S. dollars or local currency)].

M.6 FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures:

(1) On the date specified for receipt of offers, if award is based on initial offers;
otherwise

(2) On the date specified for receipt of proposal revisions.